

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In Re: SHIRLEY J. GATES

Debtor

Case No. 15-25701-GMH

AFFIDAVIT REGARDING USE OF \$49,884.82

STATE OF WISCONSIN)

) SS

MILWAUKEE COUNTY)

I, Shirley J. Gates, being first duly sworn on oath, states as follows:

1. I am an adult resident living at 5653 West Joleno Lane, Milwaukee, Wisconsin 53223.
2. I filed for relief under Chapter 13 of the Bankruptcy Code on May 18, 2015.
3. In September, 2014, it was ordered by the Family Court of Jefferson County, Alabama that I was to receive \$49,884.82 from monies being held on deposit with the clerk of said court. Attached as Exhibit #A is a copy of said Order.
4. I received a draft for \$49,884.82 shortly thereafter.
5. Out of the aforesaid funds, on September 15, 2014, I spent \$36,100.96 to purchase a 2014 Chrysler Town & Country Wagon. Attached as Exhibit #B is a copy of the purchase contract for the 2014 Chrysler Town & Country Wagon.
6. The remaining \$13,783.86 was used to supplement my living expenses for several months thereafter. Attached as Exhibit #C is as complete a list as I can manage of how those funds were spent.
7. This Affidavit is submitted for the purpose of meeting the disclosure requirements for my Chapter 13 Bankruptcy case.

Date this 29 day of December, 2015.

Shirley J. Gates
Shirley J. Gates

Subscribed and sworn to before me
this 29th day of December, 2015.

Mia Acevedo
Notary Public, State of Wisconsin

My commission is/expires: 05/22/2016

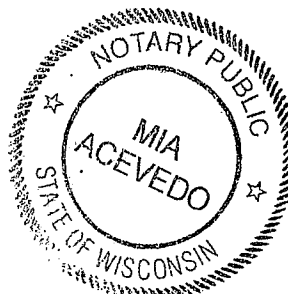


EXHIBIT #C

1. Worzella Photography, Inc.	2/5/2015	\$712.80
2. Worzella Photography, Inc.	1/14/2015	\$514.27
3. State Farm Insurance	1/6/2015	\$157.08
4. State Farm Insurance	6/3/2015	\$294.78
5. U.S. Postal Service	6/9/2015	\$177.08
6. Central Electric Power Association	6/9/2015	\$175.83
7. Dermatology Associates of WI., S.C.	5/6/2015	\$354.82
8. Dermatology Associates of WI., S.C.	5/6/2015	\$45.00
9. Strouse Law Offices	5/15/2015	\$610.00
10. AT&T	5/1/2015	\$293.63
11. Griffin's Hub Chrysler Jeep Dodge	2/24/2015	\$300.00
12. Griffin's Hub Chrysler Jeep Dodge	5/7/2015	\$286.66
13. Lexus North Shore	6/30/2015	\$425.36
14. Central Electric Power Association	4/26/2015	\$180.48
15. WE Energies	5/1/2015	\$100.00
16. Atinsky, Sicula & Teper	1/30/2015	\$410.00
17. Milwaukee Journal-Sentinel	2/26/2015	\$159.57
18. Milwaukee Journal-Sentinel	4/2/2015	\$159.90
19. Green Tree Servicing	11/2/2014	\$660.18
20. Shurone Nash	2/3/2015	\$500.00
21. Green Tree Servicing	1/30/2015	\$660.18
22. Green Tree Servicing	1/30/2015	\$660.18
23. Wisconsin Memorial Park	2/27/2015	\$3,500.00
24. AT&T	3/3/2015	\$247.25
25. WE Energies	3/5/2015	\$600.00
26. Perry Stribbling Appliance	3/25/2015	\$481.66
27. U.S. Postal Service	3/24/2015	\$900.71
28. Central Electric Power Association	3/24/2015	\$218.03
29. Milwaukee Landscape and Design	9/21/2014	\$200.00
30. Milwaukee Landscape and Design	3/2/2015	\$200.00
31. Green Tree Servicing	3/24/2015	\$660.18
32. Central Electric Power Association	2/4/2015	\$300.00
33. U.S. Postal Service	2/4/2015	\$304.55
34. Central Electric Power Association	12/26/2014	\$293.98
35. A.S.K. Tree Service	9/11/2014	\$125.00
36. AT&T	1/22/2015	\$241.49
37. CompToday	11/3/2014	\$204.12

State of Alabama Unified Judicial System Dept. of Court Mgmt. Form C-18J Sp. 3/87	ORDER #A	CASE NUMBER CV 13 <u>848</u> GS 08 <u>806</u> ID YR NUMBER
IN THE <u>FAMILY</u> COURT OF <u>JEFFERSON</u> COUNTY Plaintiff <u>Shirley J. Lambert</u> vs. Defendant <u>Timmy L. Hollifield</u> In The Matter Of: _____ <small>(Juvenile Case)</small> CHARGE _____ DATE OF HEARING _____		
<p>**NOTICE**</p> <p><u>WJA</u> ANY PARTY TO PROCEEDINGS HEARD BY A REFEREE NOT SATISFIED WITH THE FINAL DISPOSITION AS NOTED BELOW HAS THE RIGHT TO A REHEARING BEFORE THE JUDGE OF THIS COURT IF A WRITTEN REQUEST IS FILED WITH THE CLERK OF THIS COURT WITHIN FOURTEEN (14) DAYS OF THIS NOTICE.</p> <p><u>WJA</u> ANY PARTY TO PROCEEDINGS HEARD BY A JUDGE MAY APPEAL THIS ORDER TO THE APPROPRIATE APPELLATE COURT BY FILING WRITTEN NOTICE OF APPEAL WITHIN FOURTEEN (14) DAYS WITH THE CLERK OF THIS COURT AND CLERK OF THE APPROPRIATE APPELLATE COURT.</p> <p>The parties <u>Shirley Lambert</u> and <u>Larry L. Hollings</u> and <u>Victor R. Spencer, LLC</u> agree to settle said matter and request the Family Court ^{clerk} to issue the check associated with the instant case in the amount of \$80,884.82 as follows:</p> <p>49,884.82 Shirley J. Lambert 5653 West Toleno Ln, Brown Deer, WI 53223</p> <p>\$26,000.00 Victor R. Spencer, LLC 3026 Ensley 5 points W, Bham AL 35208</p> <p>\$5,000.00 The Weiss Lawfirm, P.C. 603 20th St So. Bham, AL 35210</p> <p><u>80,884.82</u> Total</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%;"> <p><u>Shirley J. Lambert</u> <u>Shirley J. Lambert</u> Certified As A True Copy</p> <p><u>9-4-2014</u> Date</p> <p>_____ Signature of Clerk/Register</p> </div> <div style="width: 40%;"> <p><u>Everett W. Weiss</u> 9-4-2014 <u>Everett W. Weiss</u></p> <p><u>Victor R. Spencer</u> <u>Victor R. Spencer</u></p> <p><u>Larry Hollings</u> <u>Larry Hollings</u></p> <p style="text-align: center; margin-top: 20px;"> <u>[Signature]</u> Signature of Judge/Referee </p> </div> </div>		



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01-CS-2008-000806.01

CIRCUIT COURT OF

JEFFERSON COUNTY, ALABAMA

BRENDA ABBOTT, CLERK

**IN THE FAMILY COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

SHIRLEY LAMBERT,
Plaintiff,

v.

JIMMY HOLLIFIELD,
Defendant.

CASE NO: CS-2008-806.01
CV 2013 848.00

**PLAINTIFF'S OBJECTION TO EMERGENCY HEARING AND RULING
CONCERNING FUNDS RELEASED**

COMES NOW, the Plaintiff, Shirley Lambert, and files her objection to the emergency hearing held on or about September 23, 2014 and any ruling concerning funds already release by the Circuit Court in case number CV 2013 848 and the instant case and says:

1. On or about September 4, 2014 the Honorable Judge Chambliss ordered the clerk to release a total of \$80, 884.82. The Court clerk released said funds on September 5, 2014.
2. On or about September 23, 2014 the Honorable Carnella Green-Norman ordered the funds shall not be divided. Said hearing was held on Defendant's Motion for an Emergency Hearing.
3. The Plaintiff incorporates all arguments in her Response to Defendant's Emergency Motion to Stay.
4. In the event an order is issued by the Honorable Carnella Green-Norman there will be conflicting orders in Circuit Court and District Court.

WHEREFORE, PREMISES, CONSIDERED, the Plaintiff asks this Honorable

Court to enter an order to do the following for the above stated reasons:

- A. Deny Appellant's Emergency Motion to Stay and rescind any conflicting order.
- B. The funds are released; hence, this Honorable Court should Order the Defendant's Emergency Motion moot.

#13

OR REJECT THE OFFER WITHIN 2 WORKING HOURS OR THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY RESCIND THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANY OTHER PARTY.

DEALER NAME Griffin Sales, Inc.	VEH. STOCK NO. OR ORDER NO. 314044	MILEAGE AT SIGNING 31	ORDER DATE 09/15/2014
ADDRESS DBA Griffin Hub Chrysler Jeep Dodge	SALESPERSON'S NAME BROADY, GARY L		
CITY, STATE, ZIP 6700 S 27th Street Milwaukee, WI 53221	SALESPERSON'S LICENSE NUMBER 86302057		
TELEPHONE NO. (414) 325-3333			

PROSPECTIVE PURCHASER (YOU) NAME(S) JOHN ROBINSON SHIRLEY J LAMBEK GATES		CITY BROWN DEER	STATE WI	ZIP 53223
PROSPECTIVE PURCHASER STREET ADDRESS 5653 W. JULEND LN				
RESIDENCE PHONE (414) 354-6659	CELL PHONE	BUSINESS PHONE	RESIDENCE COUNTY MILWAUKEE	RESIDENCE TOWNSHIP/CITY/VILLAGE
E-MAIL ADDRESS				

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE						
<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> USED	TITLE AS	<input type="checkbox"/> CAR	<input checked="" type="checkbox"/> TRUCK	<input type="checkbox"/> MOTORCYCLE	<input type="checkbox"/> OTHER
MODEL YEAR 2014	MAKE - TRADE NAME CHRYSLER	MODEL TOWN & COUNTRY	BODY TYPE Wagon	IDENTIFICATION NO. 2C1R77G2ER236564		
ORDERED COLOR PSC/511	ORDERED TRIM	ORDERED ENGINE 3.6 Liter				

Dealer is not a party to any manufacturer warranties. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.

WARRANTY & SERVICE CONTRACT INFORMATION

Refer to separate document for coverages and exclusions. Dealer disclaims implied warranties of merchantability and fitness for a particular purpose.

AS IS - NO WARRANTY

Warranty, this vehicle is sold AS IS and the dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

IMPORTANT: Ask for all promises in writing. Spoken promises are difficult to enforce. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.

Manufacturer Warranty Information

(Dealer is not a party to any manufacturer warranty)

☐ Original Manufacturer Warranty (either new or remaining)

Expiration: _____ (date) _____ (miles), whichever comes first.

☒ Deductible: _____ Transfer fee: _____

☐ Original Manufacturer Warranty EXPIRED or NOT KNOWN

☐ Original Manufacturer Warranty CANCELED due to history

☐ LIMITED EXTENDED WARRANTY/SERVICE CONTRACT

provided by: ☐ Manufacturer ☐ Warranty company ☐ Dealership

Duration: _____ (months) _____ (miles), whichever comes first.

Deductible: _____ Transfer fee: _____

Percentage of repair costs to be paid by you: _____

Warranty term begins on: _____

OTHER CONDITIONS OF SALE

USED: PRICE from the Wisconsin Buyers Guide	\$
NEW: <input checked="" type="checkbox"/> MSRP detail provided on window label	See Total MSRP Below
<input type="checkbox"/> MSRP detail provided on attachment	

Dealer Markup	
Dealer installed options --- Has a warranty if 521 at left.	
Total Dealer Installed Options (Add to Used Price or MSRP and enter in Box 2)	
PRICE OF THE VEHICLE 32855.00	
a. Dealer Retail Price	1775.00
b. Services Fee	2412.79
c. Discount	
1. Cash Price (a + b - c)	20571.81

TRADE ALLOWANCE	
(See separate form for trade equity calculation. If not, use 10% of cash price.)	
2. Owned Trade-in Allowance (10% of Cash Price)	2057.18
d. Trade Difference (1-2)	18514.63
TAXABLE ITEMS PURCHASED WITH THE VEHICLE	
e. Other	3413.00
Service Contract	

SALES TAX CALCULATION	
g. Amount Subject to Sales Tax (1-2-3)	74031.00
h. State Tax (g x .05)	1701.56
County Tax (g x .005)	170.16
City Tax (g x .005)	34.03

ANTICIPATED DELIVERY DATE **09/15/2014**

Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery is qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may return the purchaser's cash down payment, less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the anticipated delivery date.

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

NON-TAXABLE ITEMS PURCHASED WITH THE VEHICLE	
i. Other	166.00
3. Total of Non-Taxable Items (4-5)	
Due to	
6. Estimated Payoff Amount on Owned Trade-in	6.00

CASH & CREDIT REQUIREMENTS	
m. Cash Down Payment on Order	4.00
n. REBATES	BACK XX
7. Total Cash and Rebates (m + n) (included) - 01	
8. Due for Delivery or Balance to Finance	
(1-2 + 3 + 4 + 5 + 6 - 7) = 20571.81	

☐ This is a Finance Transaction. (Check A, or B.)

Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through

YAH 62:20 C102/T2/T0

Original Manufacturer Warranty (either new or remaining)
 Expiration: _____ (date) _____ (miles), whichever comes first.
 Deductible: _____ Transfer fee: _____
☐ Original Manufacturer Warranty EXPIRED or NOT KNOWN
☐ Original Manufacturer Warranty CANCELLED due to history
☐ LIMITED EXTENDED WARRANTY SERVICE CONTRACT
 provided by: ☐ Manufacturer ☐ Warranty company ☐ Dealership
 Duration: _____ (months) _____ (miles), whichever comes first.
 Deductible: _____ Transfer fee: _____
 Percentage of repair costs to be paid by you: _____
 Warranty term begins on: _____
 OTHER CONDITIONS OF SALE: _____

ANTICIPATED DELIVERY DATE:

9-15-2016
 available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment and return of trade-in vehicle. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance not less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

- ☐ This is a Finance Transaction (Check A. or B.):
 Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:
 A. ☐ In attached disclosure. These terms do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.
 B. ☐ Acceptable to You
☐ This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by (date) _____ or this contract is void.

☐ This is a cash transaction. You are obligated to pay the balance due on delivery.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO _____ MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

BUYER'S REPRESENTATIONS: This transaction is voidable at the option of the dealer at any time prior to delivery of the purchased vehicle if any of the following representations are untrue. The option to void this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction as to other remedies. You must read and answer these questions. I represent and warrant:

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 1. That I am 18 years of age or older. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. That I have full power, right and lawful authority to dispose of the trade-in. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. That, notwithstanding the payoff amount that dealer agrees to make as indicated in the components of price of the Purchase Contract or in Other Conditions of Sale, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the dealer. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. That the only holder(s) of a security interest or lien in the trade-in (Lienholder(s)) is (are) shown below. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. That the trade-in is not subject to a child support lien. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. That the trade-in does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of unibody). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. That all parts of the trade-in emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. That while I have owned or leased the trade-in its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in vehicle's current odometer reading of _____ miles/kilometers does reflect its actual mileage. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. That while I have owned or leased the trade-in its restraining devices (including airbags and bells) have not been replaced, tampered with, or otherwise altered in any way. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. That the trade-in has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title brands. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. That the trade-in has not previously been flood or water damaged. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. That the trade-in does not have any corrective welds or other evidence of repair to the strut tower, floor pan, frame or other structural portion of the unibody. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Lienholder(s):

Explain All "NO" Answers: NO TRADE

No oral representations are binding unless written on this form. The document including the terms printed on the reverse side is the entire agreement between You and Dealer and supersedes any prior agreements and representations, regarding the transactions described above. No modification or waiver of this agreement is enforceable against either party unless signed to in writing by that party. You will receive a copy of this order.

As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, _____ % (not to exceed 5%) of the cash price of the vehicle as authorized by Section 218.0141 Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

Total Dealer Installed Options (Add to Used Price of MSRP, not added to tax)	
PRICE OF THE VEHICLE	32855.00
a. Dealer Retail Price	179.00
b. Services Fee	2412.75
c. Discount	
1. Cash Price (a + b - c)	30621.21
TRADE ALLOWANCE	
2. Owned Trade-in Allowance or Net Lease Equity	
d. Trade Difference (1-2)	
TAXABLE ITEMS PURCHASED WITH THE VEHICLE	
e. Other	3410.00
f. Service Contract	
3. Total of Taxable Items (e + f)	3410.00
SALES TAX CALCULATION	34031.21
g. Amount Subject to Sales Tax (1 + 2 + 3)	1707.56
h. State Tax (g x .05)	170.16
i. County Tax (g x .005)	34.03
j. Local/Stadium Tax (g x .001)	
Total of Taxes (h + i + j)	
NON-TAXABLE ITEMS PURCHASED WITH THE VEHICLE	164.00
k. Fees to appear on MV1	
l. Other	154.00
5. Total of Non-Taxable Items (k + l)	
OWNED VEHICLE PAYOFF	
Due to	
6. Estimated Payoff Amount on Owned Trade-in	
CASH & CASH EQUIVALENTS	N/A
m. Cash Down Payment on Order	
n. REBATES	
CASH BACK	<input checked="" type="checkbox"/>
ASSIGNMENT	<input checked="" type="checkbox"/>
o. Additional Cash Due (Date/Amount)	
7. Total Cash and Rebates (m + n (if assigned) + o)	32855.00
8. Due on Delivery or Balance to Finance (1 + 2 + 3 + 4 + 5 + 6 - 7)	33600.36

THE ORDERED VEHICLE MUST BE LOCATED

If the motor vehicle dealer and purchaser enter into a purchase contract for a new motor vehicle not available at the dealer's lot, the dealer and purchaser agree that the vehicle mileage upon delivery will not exceed _____ miles. Before vehicle delivery, purchaser has the right to cancel the purchase contract if the mileage of the vehicle exceeds that amount. The option to cancel ends at acceptance of delivery.

ORDER OUT VEHICLE NOT PRICE PROTECTED (See Back of Contract for Details)